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ESRB
ACTIVISION®

WARNING: READ BEFORE USING YOUR PLAYSTATION®2 COMPUTER ENTERTAINMENT SYSTEM.

A very small percentage of individuals may experience epileptic seizures when exposed to certain light patterns or flashing lights. Exposure to certain patterns or backgrounds on a television screen or while playing video games, including games played on the PlayStation 2 console, may induce an epileptic seizure in these individuals. Certain conditions may induce previously undetected epileptic symptoms even in persons who have no history of prior seizures or epilepsy. If you, or anyone in your family, has an epileptic condition, consult your physician prior to playing. If you experience any of the following symptoms while playing a video game — dizziness, altered vision, eye or muscle twitches, loss of awareness, disorientation, any involuntary movement, or convulsions — IMMEDIATELY discontinue use and consult your physician before resuming play.

WARNING TO OWNERS OF PROJECTION TELEVISIONS:

Do not connect your PlayStation 2 console to a projection TV without first consulting the user manual for your projection TV, unless it is of the LCD type. Otherwise, it may permanently damage your TV screen.

USE OF UNAUTHORIZED PRODUCT:

The use of software or peripherals not authorized by Sony Computer Entertainment America may damage your console and/or invalidate your warranty. Only official or licensed peripherals should be used in the controller ports or memory card slots.

HANDLING YOUR PLAYSTATION 2 FORMAT DISC:

- This disc is intended for use only with PlayStation 2 consoles with the NTSC U/C designation.
- Do not bend it, crush it or submerge it in liquids.
- Do not leave it in direct sunlight or near a radiator or other source of heat.
- Be sure to take an occasional rest break during extended play.
- Keep this compact disc clean. Always hold the disc by the edges and keep it in its protective case when not in use. Clean the disc with a lint-free, soft, dry cloth, wiping in straight lines from center to outer edge. Never use solvents or abrasive cleaners.

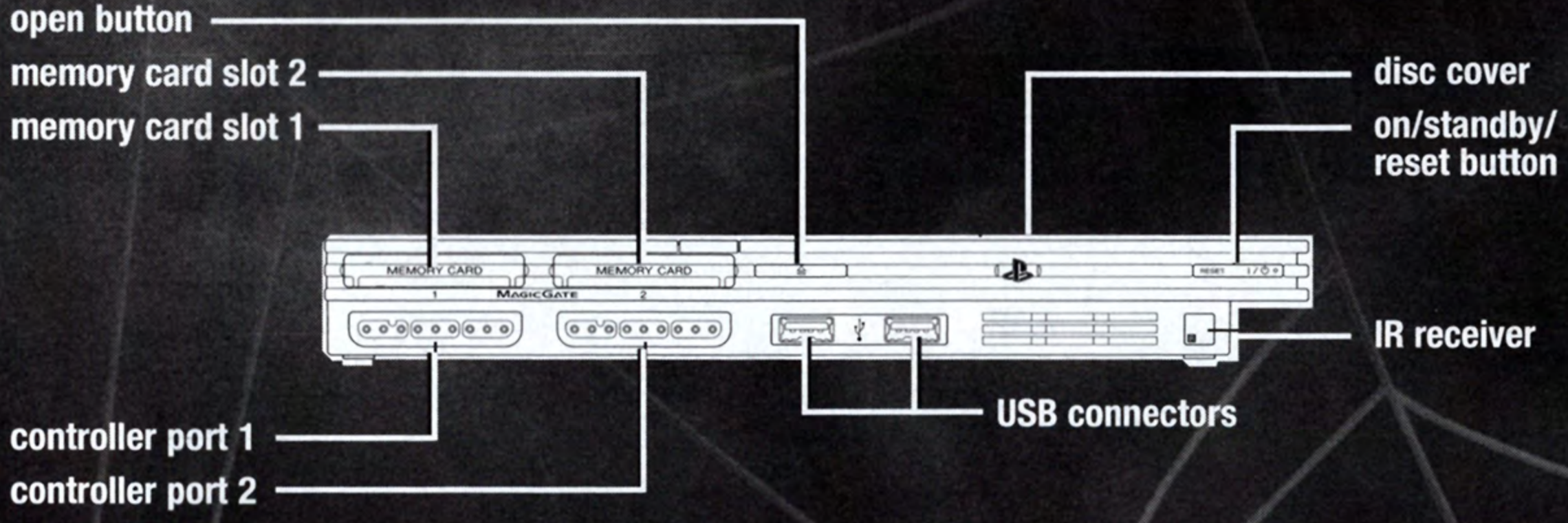
TABLE OF CONTENTS

Basic Controls 1
Getting Started 2
Starting Up 3
Basic Combat 4
Locomotion 4
City Map 5
Scrapbook 5
Advanced Combat 6
Black-Suited Spider-Man™ 6
Hero Points and Upgrades 7
Customer Support 8
Software License Agreement 9

BASIC CONTROLS

Move Spider-Man	left analog stick
Move Camera	right analog stick
Jump	⊗ button
Wall Crawl	○ button (when near a wall)
Quick Attack	□ button
Strong Attack	△ button
Web Attack	○ button (when targeting an enemy)
Dodge	L2 button
Web Swing	R2 button
Swing Boost	⊗ button
Web Zip	R1 button
Interact (when prompted)	△ button
Adrenaline Attack	L1 button (before an attack)
Put On or Remove Black Suit	← or → directional button
Photo Mode	↑ directional button
Pause Menu/Scrapbook	START
City Map	SELECT
Center Camera Behind Spider-Man	R3

GETTING STARTED



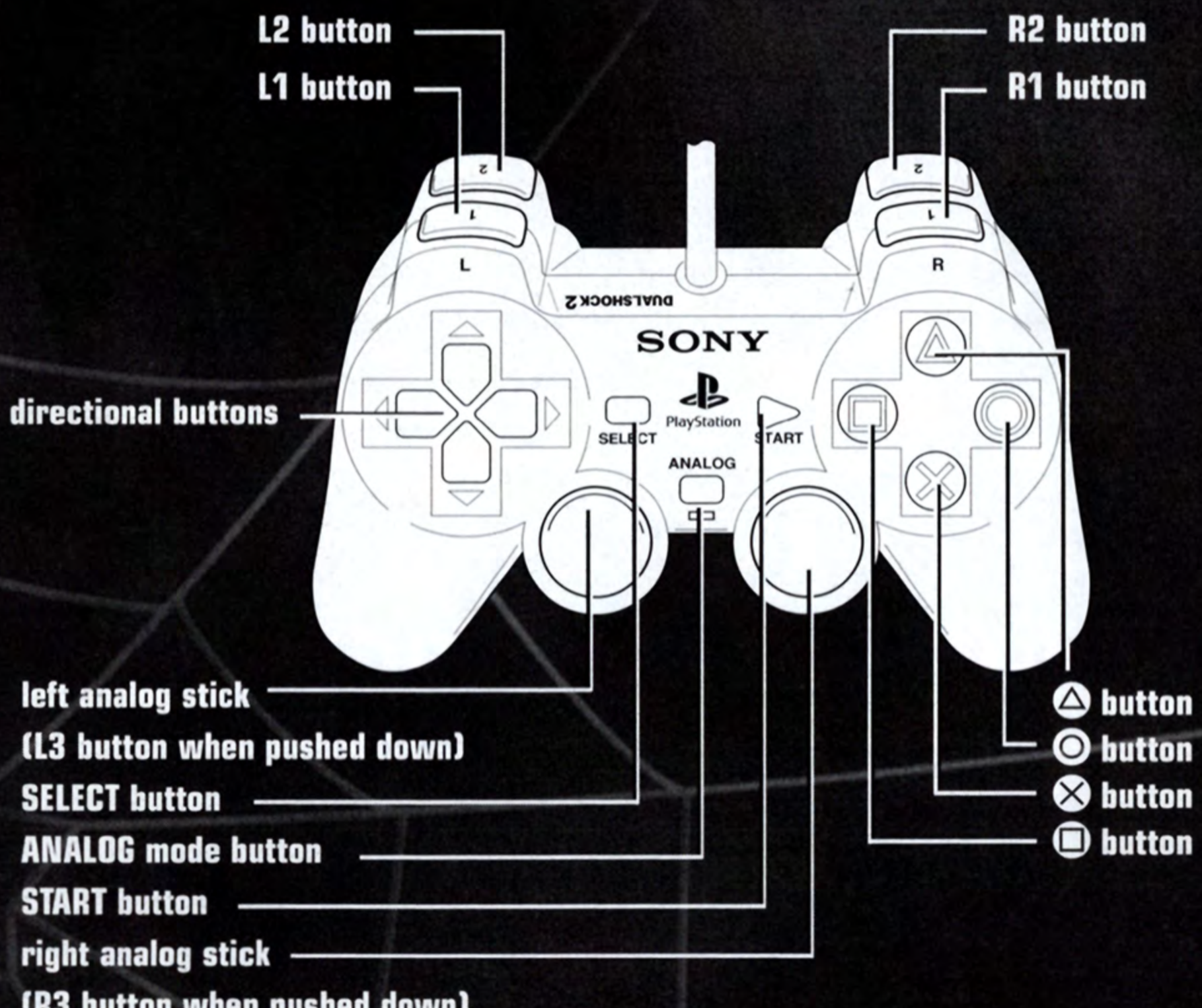
Set up your PlayStation®2 computer entertainment system according to the instructions supplied with your system. Check that the system is turned on (the on/standby indicator is green). Press the OPEN button to open the disc cover. Place the *SPIDER-MAN 3*™ disc with the label side facing up in the disc holder, and then close the disc cover. Attach game controllers and other peripherals as appropriate. Follow the on-screen instructions and refer to this manual for information on using the software.

Memory Card (8MB)(for PlayStation®2)

To save game settings and progress, insert a memory card (8MB)(for PlayStation®2) into MEMORY CARD slot 1 of your PlayStation®2 system. You can load saved game data from the same memory card or any memory card (8MB)(for PlayStation®2) containing previously saved games.

STARTING UP

DUALSHOCK®2 ANALOG CONTROLLER CONFIGURATIONS



To select menu options, use the ⬆ and ⬇ directional buttons to navigate. Highlight the desired option and press the ✕ button to accept. To select a menu option, follow the on-screen button prompts and press the ✕ button to accept and the □ button to go back. *Spider-Man 3*™ supports the DUALSHOCK®2 analog controller. When Analog mode is on, the left analog stick works the same as the directional buttons.

BASIC COMBAT

Quick Attacks – Press the ▢ button to perform a quick attack.

Strong Attacks – Tap the △ button to attack enemies with a powerful hit.

Attack Combos – Pay attention to Spider-Man's movements, and time your attacks well to perform attack combos. If you perform one or more quick attacks before a strong attack, Spider-Man will execute a more powerful strong attack and do more damage to his enemies.

Dodging – Spider-Man may be strong, but that doesn't mean it's a good idea for him to stand around and get punched. If enemies have you cornered, quickly press the L2 button to dodge. When you see spider-sense flash around Spider-Man's head, an enemy is about to hit Spider-Man with a major attack. Dodge out of the way as fast as you can!

LOCOMOTION

With great power comes great responsibility...and the chance to have a great time swinging around the city you love. Here's how:

Press and hold the R2 button to cast a web-line to a building nearby. (If there isn't a building nearby, go for trees and lampposts.) Your web-line will choose a good target in the direction you're pointing the left analog stick. Press down on the R2 button through the arc of your swing; when you let go of the R2 button, Spider-Man will let go of his web-line and soar through the air. From here, press and hold the R2 button again, to continue swinging, or press the ⊗ button to do a double-jump, increasing his time in the air...or you can just drop gracefully to the ground.

As Spider-Man swings along, you can steer his path with the left analog stick. You also can give him a big swing boost when you press and hold the ⊗ button, after which you'll see Spider-Man bring his legs back behind him. Let go of the ⊗ button and Spider-Man will swing his legs forward, generating an extra burst of speed. Try to time the release of your web-line to match the end of the boost, to add extra distance after the release point.

Sometimes, though, you don't need to go swinging all over the city; you just want to get across the street. Press the R1 button to do a web zip: Spider-Man will cast out a web-line and zip to whatever the web-line is attached.

CITY MAP

Press the SELECT button to bring up the City Map. Use the **left analog stick** to scroll around the map. Use the **right analog stick** to zoom in and out. Press the ⊗ button to set a marker on the map. You'll be able to see the marker on-screen as you explore the city, helping you to get wherever you want to go.

You can change the information shown on the map by pressing the ⬅ and ➡ directional buttons.

General – See where you are in the city.

Crime Wave – Shows you where the various gangs are acting up; head to these spots and start a crime patrol to help the police take back control of the neighborhood.

Challenges – Find trick races to test your spider skills.

Current Missions – Helpful when you're lost, this will mark the next place (or places) you need to go to keep things moving.

SCRAPBOOK

Game Progress – See how many missions you've completed, check your trick race scores, and view other stats about your game.

Load/Save – Save your game, load up a previously saved game, or start a new game from the beginning. You can also retry your current mission.

Settings – Adjust sound and controller settings.

Hero Upgrade – Upgrade your Spider-Man to be the best web-swinging, wall-crawling Spider-Man he can be. (See page 7 for more information.)

ADVANCED COMBAT

Vaulting – When you're facing the enemy, move the left analog stick toward him and press L2 to vault over him. As you progress through the game, you'll be able to unlock upgrades that will allow you to perform attacks mid-vault. Be careful, though, some of your more powerful foes will be able to counter this move.

Web Attacks – You can press the ◎ button to web splat enemies, which will bind them and stop them in their tracks for a while, or you can press and hold down the ◎ button to attach a web-line to them...and a whole world of possibilities opens up from there. See the in-game Hero Upgrade menu for all of the available web attacks you'll be able to unlock.

Adrenaline Moves – As Spider-Man swings around the city, fighting crime and doing all of the things a spider can, he will build up adrenaline. Eventually, he'll be energized and ready to perform a devastating attack. When you see a glow around the edges of the screen, press the L1 button and then one of the attack buttons (△, □, ◎) for a special adrenaline-fueled attack.

BLACK-SUITED SPIDER-MAN

Once Spider-Man has acquired the black suit, press the ← or → directional button to switch from Spider-Man into Black-Suited Spider-Man.

Once Spider-Man is in the black suit, his health will increase, and his attacks will become more powerful. He will swing faster, jump higher, and handle even the most daunting situations with a surprising ease.

However, the longer Spider-Man stays in the black suit, the more control it will have over him. His rage will grow with every punch you throw, and eventually, Black-Suited Spider-Man will be consumed by his rage, feed off of it, and reach the pinnacle of his abilities.

To remove the black suit, press the ← or → directional button and follow the on-screen prompts. Be prepared for a struggle: the black suit won't come off as easily as it went on. If you're unsuccessful, and allow Spider-Man to stay in the black suit until his rage overwhelms him, Spider-Man will collapse, and your mission will fail.

HERO POINTS AND UPGRADES

As you swing about the city, completing missions and finishing secondary objectives, Spider-Man will gain experience. Once your experience bar is completely filled, you'll earn a hero point, which you can use to upgrade Spider-Man's abilities.

You can see your experience meter on the game's HUD; once you've earned a hero point, head to the Hero Upgrade section of the Scrapbook to spend it on improvements like health upgrades, increased knockback power, special web combat moves and more.

CUSTOMER SUPPORT

Note: Please do not contact Customer Support for hints/codes/cheats; only technical issues.

Internet: http://www.activision.com/support

Our support section of the web has the most up-to-date information available. We update the support pages daily, so please check here first for solutions. If you cannot find an answer to your issue, you can submit a question/incident to us using the online support form. A response may take anywhere from 24–72 hours depending on the volume of messages we receive and the nature of your problem.

Note: Internet support is handled in English only.

Note: The multiplayer components of Activision games are handled only through Internet support.

Phone: (310) 255-2050

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